

**Minutes of the 11 April 2016**  
**Regular Meeting of the Yancey County Board of Commissioners**  
**Held at 6:00 o'clock p.m. in the Yancey County Courtroom**  
**Yancey County Courthouse, Burnsville, North Carolina**

Present at the 11 April 2016 meeting of the Yancey County Board of Commissioners were: Chairman Johnny Riddle, Commissioner Jill Austin, Commissioner Byrl Ballew, Commissioner Randy Ollis, Commissioner Jeff Whitson, County Manager Nathan Bennett, Clerk to the Board Jason Robinson, County Attorney Donny Laws, members of the media, and members of the general public.

**Call to Order and Approval of Agenda**

Chairman Riddle called the meeting to order. Chairman Riddle then delivered the invocation. After the invocation, Commissioner Ollis led the Pledge of Allegiance. Chairman Riddle then asked for a motion to approve the agenda. Commissioner Austin made a motion to approve the agenda and it was seconded by Commissioner Whitson. The vote to approve was unanimous (Attachment A).

**Public Comment**

The only person to speak before the Board was Marvin Taylor who spoke about the Sheriff's Department.

**Consent Agenda**

The Board next moved to the consent agenda portion of the agenda. On the consent agenda for April was the approval of the March 14<sup>th</sup> regular meeting minutes. In addition, the consent agenda contained a refund request that the Tax Administrator does not recommend from the tax department. (Attachment B). Also included this month is a request from the Yancey County Committee on Aging to be designated the lead agency for the Home and Community Care Block Grant (H&CCBG) and an approval of the H&CCBG Advisory Committee (Attachment C). Finally, on the consent agenda were two items for information only. The first item was the annual report from the Yancey County Joint Community Advisory Committee (Attachment D). The second item was the March tax collection report (Attachment E). Upon hearing the items on the consent agenda, Commissioner Ollis made a motion to approve the consent agenda (including the denial of the tax refund request as recommended by the Tax Administrator) and it was seconded by Commissioner Austin. The vote to approve was unanimous.

**Grahams Children's Health Services**

The Board first heard from Schell McCall, Executive Director of Graham Children's Health Services. Ms. McCall updated the Board on the activities that Graham Children's has been involved with over the last year. She also informed the Board concerning activities that are planned for the spring and summer which coincides with the farmer's market (Attachment F).

**WAMY Community Action**

The Board next heard from Suzanne Snyder, an intern with WAMY Community Action concerning a recent community needs assessment that has been completed. According to Ms. Snyder WAMY does a community needs survey every 3-5 years. Ms. Snyder reviewed the results of the assessments and identified strengths that were identified which includes the school system, Mayland Community College, and the care that people have for each other. The assessment also identified needs in the community which includes lack of public transportation, childcare, and not knowing about resources and services that may actually be available.

**AMY Regional Library**

The Board next heard from Amber Westall Briggs, AMY Regional Library System Director. According to Mrs. Briggs, Yancey County is avoiding a national trend of libraries being used less and people reading less. Mrs. Briggs stated that there is a lot of exciting things going on at the Yancey Library and encouraged everyone to stop by and visit and say hello. Mrs. Briggs also informed the Board about the seed repository that is available for folks who want to plant a garden. Mrs. Briggs further explained the funding structure for libraries with 40% of funding for all libraries being provided by the state. The legislature also has approved a increase in funding for 2015-17. After hearing from Mrs. Briggs, the Board thanked her and the staff of the library for all of their hard work.

### **Board of Equalization and Review**

The Board next moved to the matter of the Board of Equalization and Review appointments. Chairman Riddle explained the need for a expanded Board of Equalization and Review due to the octennial reappraisal this year. Chairman Riddle read through the names and Commissioner Ollis asked that Mr. Barry Passmore be added to the list. Upon hearing the names of appointment to the Board of Equalization and Review, Commissioner Ballew made a motion to appoint those individuals. Commissioner Ollis seconded the motion and the vote to approve was unanimous (Attachment G).

### **County Manager Business**

The Board next heard from County Manager Nathan Bennett. Mr. Bennett informed the Board that the need has arisen for the Dangerous Dog Appeal Board to meet. This board was formed in 2010 with the purpose of serving as an appeal board for dog owners whose dogs have been declared dangerous, as defined by the North Carolina statute, by an animal control officer or a law enforcement officer. This board is required by state law, and according to Mr. Bennett many of the members of the board that was established in 2010 are no longer able to serve and the board needs to be reconstituted. Mr. Bennett presented a list of names that have agreed to serve on this appeal board, whenever it is needed. Upon hearing from Mr. Bennett, Commissioner Whitson made a motion approve the dangerous dog appeal board appointments. The motion was seconded by Commissioner Ballew and the vote to approve was unanimous (Attachment H). Mr. Bennett next informed the Board concerning the Burnsville Pool. According to Mr. Bennett a preseason inspection has revealed numerous problems that need to be addressed. The funds have been identified for this project and work is soon to begin. Mr. Bennett also reminded the Board about the first budget work session to be held on April 25<sup>th</sup> beginning at 9:00 am. Mr. Bennett also informed the Board that the line for the East Yancey Sewer Project has been completed to HSM Solutions and the sewer will officially be operational beginning July 1.

### **County Attorney Business**

County Attorney Donny Laws first informed the Board that the North Carolina General Assembly passed legislation a few years ago to provide for each county to have a backup plan should 911 service be interrupted. According to Mr. Laws these plans were originally to be implemented by July 1, 2016 but have been extended to July 1, 2017. Mr. Laws stated that the 911 department has been working with Madison County to develop a plan. By developing a plan with Madison County it makes sense because we are now using the software and allows staff from Madison County to back us up and allows staff from here to backup Madison County. This needs to be in writing in the form of an inter-local governmental agreement. Upon hearing from Mr. Laws, Commissioner Austin made a motion to approve the inter-local governmental agreement for backup 911 service with Madison County. The motion was seconded by Commissioner Whitson and the vote to approve was unanimous (Attachment I). Mr. Laws next item of business was an agreement between the County and the Yancey County Humane Society. According to Mr. Laws over the last several years there have been times when the Yancey County Sheriff's Department deputies acting in their animal control capacity has needed a shelter for a dog. This service has been provided by the humane society on an on-call basis. According to Mr. Laws this arrangement needs to be memorialized in written form by a written agreement. Upon hearing from Mr. Laws, Commissioner Whitson made a motion to approve the agreement with the Yancey County Humane Society and it was seconded by Commissioner Ollis. The vote to approve was unanimous (Attachment J). In addition, Mr. Laws informed the Board that another agreement needed to be approved between the County and TRACTOR for use of a refrigerated truck, bought with grant funds. This agreement basically leases the truck to TRACTOR and allows them to use their own employee to operate the truck. Upon hearing from Mr. Laws, Commissioner Ballew made a motion to approve the agreement with TRACTOR and it was seconded by Commissioner Austin (Attachment K). The vote to approve was unanimous.

### **Commissioner Business**

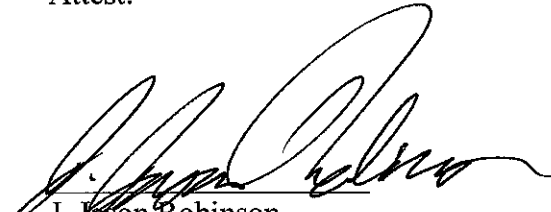
Commissioner Ollis reminded the Board that they have an appointment to the Social Services Board of Directors that is to be filled in June.

### **Adjournment**

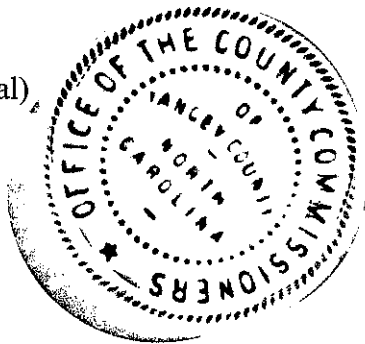
Having no further business Commissioner Whitson made a motion to adjourn and it was seconded by Commissioner Ollis. The vote to adjourn was unanimous.

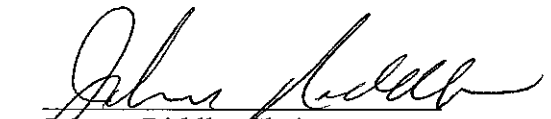
Approved and authenticated on this the 9<sup>th</sup> day of May 2016.

Attest:

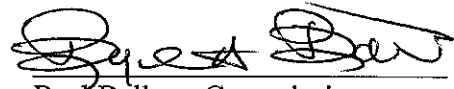
  
J. Jason Robinson  
Clerk to the Board

(county seal)



  
Johnny Riddle, Chairman

  
Jill Austin, Vice-Chairman

  
Byrl Balley, Commissioner

  
Randy Ollis, Commissioner

  
Jeff Whitson, Commissioner



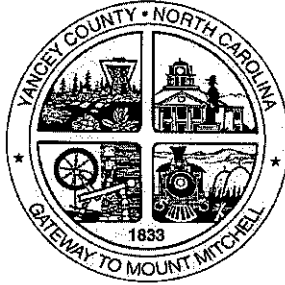
**AGENDA**  
**YANCEY COUNTY BOARD OF COMMISSIONERS**  
**REGULAR BUSINESS MEETING**

**April 11, 2016**

**6:00 P.M.**

- I. Call to Order – Chairman Johnny Riddle
- II. Invocation and Pledge of Allegiance to the Flag
- III. Approval of the Agenda
- IV. Public Comment
- V. Consent Agenda
  - a. Approval of the Minutes- March 14<sup>th</sup> Regular minutes
  - b. Tax Refund Request
  - c. Yancey County Committee on Aging – Lead Agency Designation and Advisory Committee Board Approval
  - d. Yancey County Joint Community Advisory Committee Annual Report – Informational
  - e. March Tax Collection Report – Informational
- VI. Graham Children’s Health Services – Update – Schell McCall, Executive Director
- VII. WAMY Community Action – Community Needs Assessment – Suzanne Snyder
- VIII. AMY Regional Library – Update – Amber Westall Briggs, AMY Regional Library Director
- IX. Board of Equalization and Review Appointments
- X. County Manager Report – Nathan Bennett, County Manager
  - a. Dangerous Dog Appeal Board
  - b. General Update
- XI. County Attorney Report – Donny Laws, County Attorney
  - a. Backup 911 PSAP Agreement – Madison County
- XII. County Commissioners Report
- XIII. Adjourn

Attachment B



**YANCEY COUNTY TAX OFFICE**

110 Town Square, Room 2 \* Burnsville, North Carolina 28714

Phone: (828) 682-2198 \* Fax (828) 682-4817

Email: [danny.mcintosh@yanceycountync.gov](mailto:danny.mcintosh@yanceycountync.gov)

April 11 2016

Board of County Commissioners

In re: Refund request

PIN: 070916736148003 Condominium located at 61 Creekside Way Unit G201 Mtn Air

Property owner received the 2016 revaluation letter and requested a property record card and an informal review. Property owner notified the tax office about incorrect data (to wit: total number of rooms and one additional fireplace) resulting in a downward adjustment of the 2016 valuation of \$5,340 (\$204,230 - \$198,890).

This adjustment of the 2016 valuation occurred before the tax bills were created, therefore, no refund is recommended.

Respectfully,

Danny McIntosh

Tax administrator

## Danny McIntosh

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**From:** Roz [rozg1@aol.com]  
**Sent:** Friday, March 18, 2016 12:00 PM  
**To:** Danny McIntosh  
**Cc:** kathie@greenspon.com; mbirnbaum2@aol.com  
**Subject:** Re: G201 - 61 Creekside Way, Mountain Air CC

Mr. McIntosh:

We have owned 61 Creekside Way- G201 Burnsville, NC since 12/30/2005.

On 2/27/2016, you corrected the real estate description and lowered the condo value to \$198,890.

We are requesting a review and refund of our payments that have been based on the incorrect description of our condo.

Our Yancey County tax payments through 2015 are as follows;

2005	\$ 9.31
2006	\$1698.73
2007	\$1698.73
2008	\$1728.72
2009	\$1728.72
2010	\$1728.72
2011	\$1728.72
2012	\$1764.00
2013	\$1944.00
2014	\$1905.12
2015	\$1905.12

Thanking you in advance for refunding us the over payments we made from 2005 -2015.

Sincerely,

Roz Greenspon

Roz Greenspon & Marty Birnbaum  
212 King Owen Court  
Charlotte, NC 28211  
704/995-3316  
rozg1@aol.com

-----Original Message-----

**From:** Danny McIntosh <Danny.McIntosh@yanceycountync.gov>  
**To:** Roz G <rozg1@aol.com>  
**Sent:** Wed, Mar 9, 2016 3:09 pm  
**Subject:** RE: G201 - 61 Creekside Way, Mountain Air CC

Roz:

That request would need to come to me.

2 bedrooms, 2

bathrooms

\* MTL Fireplace

2 Stacks 2 Openings

**1 fireplace actual space**

\$4800 listed replac.cost    This price seems **incorrect**

Please advise regarding your making these corrections,  
Please also advise: will these corrections change our property valuation?

Thanks a lot.

Roz Greenspon and Marty Birnbaum

Roz Greenspon & Marty Birnbaum  
212 King Owen Court  
Charlotte, NC 28211  
704/366-5797 704/995-3316  
[rozg1@aol.com](mailto:rozg1@aol.com)

-----Original Message-----

From: Danny McIntosh <[Danny.McIntosh@yanceycountync.gov](mailto:Danny.McIntosh@yanceycountync.gov)>

To: rozg1 <[rozg1@aol.com](mailto:rozg1@aol.com)>

Sent: Wed, Feb 17, 2016 4:00 pm

Subject: G201

PRC

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This email has been scanned by the Symantec Email Security.cloud service.  
For more information please visit <http://www.symanteccloud.com>

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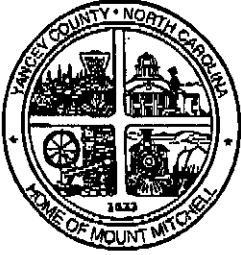
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## Yancey County Committee On Aging, Inc.

10 Swiss Avenue • Burnsville, North Carolina 28714 • (828) 682-6011 • FAX (828) 682-6107

March 2, 2016

TO: Nathan Bennett, County Manager  
Johnny Riddle, Chairman, County Commissioners  
Randy Ollis, County Commissioner  
Byrl Ballew, County Commissioner  
Jeff Whitson, County Commissioner  
Jill Austin, County Commissioner

FROM: Vivian Hollifield, YCCOA Director

RE: H&CCBG Lead Agency for Yancey County

We are in the process of completing our budget for the FY 2017 and once again are asking for a letter from you designating YCCOA as the Lead Agency for Yancey County for FY 2017.

Attached is our H&CCBG Advisory Committee Board for approval.

Thank you.

vh



## YANCEY COUNTY H&amp;CCBG ADVISORY COMMITTEE BOARD

FY 2017

Nathan Bennett	Yancey County Manager
Johnny Riddle	Yancey Co. Commission Chair
Julie Wiggins	Area Agency on Aging Director
Bryan Peterson	YCCOA Chairperson
Lynn Austin	YCCOA Vice Chairperson, YCTA
Vivian Hollifield	YCCOA Director
Tres Magner	NC Cooperative Extension Service
Anita Buchanan	WAMY Community Action
Sylvia Archer	AMY Library System
LaCosta Tipton	Yancey Co. Health Department
JoAnna Biddix	Yancey Co. CAP-DA
Autumn Laws	Yancey Co. Home Health
Kathlene Stith	American Cancer Society
Samantha Phipps	Family Violence Coalition
Rick Tipton	Yancey Co. Dept. of Social Services
Tommy Griggs	Senior Tar Heel Legislature Alternate
Daphne Griggs	Senior Tar Heel Legislature Delegate
Joe Scott	YCCOA Volunteer, Senior Citizen
Jan Scott	YCCOA Volunteer, Senior Citizen
Paul Helsher	YCCOA Volunteer, Senior Citizen
Tonya Adkins	Heritage Adult Day Retreat

Attachment D



March 30, 2016

Yancey County Board of Commissioners  
ATTN: Jason Robinson  
110 Town Square  
Room 11  
Burnsville, North Carolina 28714

Dear Mr. Robinson,

It is an annual requirement for the Ombudsman Program to share the Annual Report of the Community Advisory Committees that are appointed by the Commissioners. Attached you will find the Annual Report from the Yancey County Joint Community Advisory Committee. Please provide this information to the Board of Commissioners at your convenience.

If there are any questions or concerns, please feel free to contact me at (828) 265-5434 ext. 126.

Kindly,

Laura Jane Ward  
Regional Ombudsman

**ANNUAL REPORT**  
**FOR**  
**ADULT CARE AND NURSING HOME COMMUNITY ADVISORY COMMITTEES**

COUNTY Yancey  
COMMITTEE Joint

REPORTING YEAR 2015  
CHAIRPERSON Patricia Miller

1. Were all the homes in the county served by the committee?  
If not, why?

Yes

2. Describe educational efforts by the committee.

1. Educating CAC by attending meetings + sharing information with other members.

2. Members share what they learn with the community and with the decision makers of the facilities in our County.

3. Describe community involvement by the committee.

Committee is diligent in their responsibility to assure residents are cared for + to work together to resolve issues that arise.

4. Describe problems encountered by the committee.

We are concerned about the lack of appropriate activities for residents.

Large turnover of administrators of local facilities.

5. Was the committee involved in grievance resolution during the year? \_\_\_\_\_

no

6. Summarize the strengths and weaknesses of the facilities in the county.

Brookside: Building is cheerful, staff cooperative.  
No major issues except change of administrators,

Yancey House: Facility is well maintained.  
Some complaints from residents about food.

Mountain Manor: Staff/resident relationships  
are very good. Building is old, hard to keep up.

7. Other comments:

We hope to continue providing input  
for better services for our residents.

THE REGIONAL OMBUDSMAN WILL DISTRIBUTE THIS REPORT TO THE  
COUNTY COMMISSIONERS, THE COUNTY DEPARTMENT OF SOCIAL  
SERVICES, AND THE DIVISION OF AGING AND ADULT SERVICES.

Prepared by: Patricia Mellen  
Jean Rudasill  
William Keady

Date prepared: 03/17/16

*Attachment E*  
YANCEY COUNTY TAX ADMINISTRATION

*Alpha/  
Vehicles*

End of Month Breakout  
View Posted Payments in Date Range 03/01/2016 to 03/31/2016 for Vehicle

Description	Amount
Vehicle Payments	
County Vehicle Tax Payments 2015	\$1,001.37
County Vehicle Tax Payments 2014	
County Vehicle Tax Payments 2013	\$66.97
County Vehicle Tax Payments 2012	\$1.35
County Vehicle Tax Payments 2011	
County Vehicle Tax Payments 2010	
County Vehicle Tax Payments 2009	
County Vehicle Tax Payments 2008	
County Vehicle Tax Payments 2007	
County Vehicle Tax Payments 2006	
County Vehicle Tax Payments 2005	
County Vehicle Interest	\$19.52
County Vehicle Total Payments	\$1,089.21
Burnsville VFD Vehicle Tax	\$16.43
South Toe VFD Vehicle Tax	\$6.71
Newdale VFD Vehicle Tax	\$14.31
West Yancey VFD Vehicle Tax	\$31.53
Egypt/Ramseytown VFD Vehicle Tax	\$1.31
Clearmont VFD Vehicle Tax	\$32.62
Double Island VFD Vehicle Tax	\$2.78
Pensacola VFD Vehicle Tax	\$0.26
VFD Vehicle Interest	\$1.51
VFD Vehicle Total Payments	\$107.46
Town of Burnsville Vehicle Tax	\$5.00
Town of Burnsville Vehicle Interest	
Town of Burnsville Vehicle Total Payment	\$5.00
State Vehicle Interest	\$11.32
Vehicle Total Payments	\$1,212.99

04/01/2016



PRICES CREEK FIRE DISTRICT Vehicle Tax				\$521.69
	\$94.36	\$21.48	\$204.38	\$201.47
County Vehicle Interest				\$14,324.55
	\$122.85	\$141.66	\$5,805.74	\$8,254.30
TOWN OF BURNSVILLE Vehicle Interest				\$1,211.30
	\$1.34	\$0.50	\$446.52	\$762.94
BURNSVILLE FIRE DISTRICT Vehicle Interes				\$314.70
	\$2.09	\$0.65	\$118.33	\$193.63
CANE RIVER FIRE DISTRICT Vehicle Interes				\$103.41
	\$0.30	\$0.23	\$36.85	\$66.03
EGYPT FIRE DISTRICT Vehicle Interest				\$42.96
	\$0.01	\$0.01	\$21.23	\$21.71
RAMSEYTOWN FIRE DISTRICT Vehicle Interes				\$53.95
	\$0.01	\$26.71		\$27.23
GREEN MOUNTAIN FIRE DISTRICT Vehicle Int				\$48.86
	\$0.07	\$0.74	\$17.78	\$30.27
JACKS CREEK FIRE DISTRICT Vehicle Intere				\$175.64
	\$0.49	\$1.03	\$75.24	\$98.88
BRUSH CREEK FIRE DISTRICT Vehicle Intere				\$60.76
		\$24.44		\$36.32
CRABTREE FIRE DISTRICT Vehicle Interest				\$416.03
	\$0.36	\$8.30	\$160.79	\$246.58
SOUTH TOE FIRE DISTRICT Vehicle Interest				\$205.19
	\$4.15	\$1.30	\$90.88	\$108.86
PENSACOLA FIRE DISTRICT Vehicle Interest				\$49.99
	\$1.43	\$0.15	\$18.46	\$29.95
PRICES CREEK FIRE DISTRICT Vehicle Inter				\$103.26
	\$3.43	\$1.88	\$42.91	\$55.04
DMV Vehicle Interest				\$2,212.46
	\$100.90	\$42.05	\$997.44	\$1,072.07
Totals				\$96,294.39
	\$6,891.46	\$1,600.73	\$41,017.68	\$46,784.52

	Billed to Date	% Collected
County Vehicle Tax 2015	\$13,932.48	57.13%

04/01/2016



BJS

Posting Report  
03-01-2016 to 03-31-2016

04-01-2016  
8:56 AM

I. Tax Collections + Releases

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
2003	\$0.66	\$0.00	\$-0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2006	\$85.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8.55	\$0.00	\$0.00	\$94.05
2007	\$79.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7.95	\$1.14	\$0.00	\$88.59
2008	\$67.96	\$0.00	\$0.00	\$-3.61	\$0.00	\$0.00	\$7.15	\$0.00	\$0.00	\$71.50
2010	\$13.50	\$0.00	\$0.00	\$0.00	\$0.00	\$1.80	\$0.00	\$0.00	\$0.00	\$15.30
2011	\$135.23	\$0.00	\$0.00	\$0.03	\$0.00	\$1.80	\$0.00	\$0.00	\$0.00	\$137.06
2012	\$250.76	\$0.00	\$0.01	\$0.00	\$0.00	\$1.64	\$9.12	\$0.00	\$0.00	\$261.53
2013	\$9,475.73	\$410.60	\$0.00	\$12.10	\$34.60	\$7.61	\$22.54	\$14.04	\$0.00	\$9,977.22
2014	\$3,646.76	\$14.80	\$144.81	\$0.00	\$55.91	\$22.95	\$114.97	\$58.45	\$37.08	\$4,095.73
2015	\$357,813.65	\$1,730.38	\$12,815.03	\$6,054.73	\$3,840.25	\$1,332.47	\$3,898.34	\$4,752.29	\$1,820.09	\$394,057.23
TOTAL	\$371,569.25	\$2,155.78	\$12,959.19	\$6,063.25	\$3,930.76	\$1,368.27	\$4,068.62	\$4,825.92	\$1,857.17	\$408,798.21

II. Releases

	Current Year	Prior Year	TOTAL
General Fund	\$618.42	\$378.99	\$997.41
Burnsville	\$0.00	\$0.00	\$0.00
West Yancey	\$51.11	\$10.40	\$61.51
Egypt/Ramseytown	\$0.00	\$0.00	\$0.00
Clearmont	\$18.22	\$0.00	\$18.22
Double Island	\$1.24	\$8.09	\$9.33
Newdale	\$0.00	\$23.65	\$23.65
South Toe	\$0.00	\$0.00	\$0.00
Pensacola	\$0.00	\$0.00	\$0.00
TOTAL	\$688.99	\$421.13	\$1,110.12

III. Net Tax Collections

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
TOTAL	\$370,571.84	\$2,155.78	\$12,897.68	\$6,063.25	\$3,912.54	\$1,358.94	\$4,044.97	\$4,825.92	\$1,857.17	\$407,688.09

Transaction Type Report

03-01-2016 to 03-31-2016

Year	General	Fire	Late	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Total
2010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.53	\$0.00	\$0.00	\$20.53
2011	\$109.87	\$0.00	\$0.00	\$0.00	\$0.00	\$109.87	\$23.78	\$0.00	\$0.00	\$133.65
2012	\$238.38	\$9.12	\$0.00	\$0.00	\$0.00	\$247.50	\$66.55	\$4.00	\$0.00	\$318.05
2013	\$9,443.20	\$500.00	\$0.00	\$0.00	\$0.00	\$9,943.20	\$681.41	\$36.00	\$1,033.50	\$11,694.11
2014	\$3,536.35	\$447.67	\$0.00	\$0.00	\$0.00	\$3,984.02	\$559.42	\$64.00	\$0.00	\$4,607.44
2015	\$353,982.12	\$34,811.19	\$112.37	\$0.00	\$0.00	\$388,905.68	\$14,471.90	\$0.00	\$0.00	\$403,377.58
TOTAL	\$367,309.92	\$35,767.98	\$112.37	\$0.00	\$0.00	\$403,190.27	\$15,823.59	\$104.00	\$1,033.50	\$420,151.36

Adjustment / Release Report  
03-01-2016 to 03-31-2016

Year	General	Late	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Fire	Amount Due	County Net
2006	\$85.50	\$9.41	\$0.00	\$0.00	\$94.91	\$87.87	\$0.00	\$0.00	\$8.55	\$191.33	\$182.78
2007	\$79.50	\$8.75	\$0.00	\$0.00	\$88.25	\$71.04	\$0.00	\$0.00	\$7.95	\$167.24	\$159.29
2008	\$64.35	\$7.16	\$0.00	\$0.00	\$71.51	\$52.31	\$0.00	\$0.00	\$7.15	\$130.97	\$123.82
2010	\$13.50	\$0.00	\$0.00	\$0.00	\$13.50	\$7.13	\$0.00	\$0.00	\$1.80	\$22.43	\$20.63
2011	\$13.50	\$0.00	\$0.00	\$0.00	\$13.50	\$5.81	\$0.00	\$0.00	\$1.80	\$21.11	\$19.31
2012	\$12.29	\$0.00	\$0.00	\$0.00	\$12.29	\$4.08	\$0.00	\$1,165.48	\$1.64	\$1,183.49	\$1,181.85
2013	\$12.40	\$0.00	\$0.00	\$0.00	\$12.40	\$2.88	\$0.00	\$-3.30	\$1.49	\$13.47	\$11.98
2014	\$97.95	\$10.97	\$0.00	\$0.00	\$108.92	\$15.18	\$0.00	\$-435.49	\$11.76	\$-299.63	\$-311.39
2015	\$618.42	\$9.98	\$0.00	\$0.00	\$628.40	\$18.86	\$0.00	\$0.00	\$70.57	\$717.83	\$647.26
TOTAL	\$997.41	\$46.27	\$0.00	\$0.00	\$1,043.68	\$265.16	\$0.00	\$726.69	\$112.71	\$2,148.24	\$2,035.53

Collections Receipts Report

03-01-2016 to 03-31-2016

Total general tax	\$370,571.84
Total fire tax	\$37,116.25
Total late tax	\$112.37
Total Waste Fees	\$0.00
Total Additional Fees	\$0.00
Total principal	\$407,800.46
Total interest	\$15,918.68
Total cost of advertising	\$108.00
Total legal	\$1,033.50
Total check overpayments	\$135.12
Total Prepaid Payments	\$3,725.04
Total Prepaid Applied	\$0.00
Total misc	\$20,920.34
Grand total receipts	\$428,720.80

District Payment Report

03-01-2016 to 03-31-2016

Year	District Code	District Name	Amount
2012	018	CRABTREE FIRE DISTRICT	\$9.12
2013	012	CANE RIVER FIRE DISTRICT	\$410.60
2013	013	EGYPT FIRE DISTRICT	\$12.10
2013	015	GREEN MOUNTAIN FIRE DISTRICT	\$34.60
2013	017	BRUSH CREEK FIRE DISTRICT	\$6.12
2013	018	CRABTREE FIRE DISTRICT	\$22.54
2013	019	SOUTH TOE FIRE DISTRICT	\$14.04
2014	011	BURNSVILLE FIRE DISTRICT	\$142.66
2014	012	CANE RIVER FIRE DISTRICT	\$14.80
2014	016	JACKS CREEK FIRE DISTRICT	\$56.78
2014	017	BRUSH CREEK FIRE DISTRICT	\$21.84
2014	018	CRABTREE FIRE DISTRICT	\$114.97
2014	019	SOUTH TOE FIRE DISTRICT	\$59.54
2014	020	PENSACOLA FIRE DISTRICT	\$37.08
2015	011	BURNSVILLE FIRE DISTRICT	\$4,669.01
2015	012	CANE RIVER FIRE DISTRICT	\$1,680.18
2015	013	EGYPT FIRE DISTRICT	\$3,214.54
2015	014	RAMSEYTOWN FIRE DISTRICT	\$1,667.46
2015	015	GREEN MOUNTAIN FIRE DISTRICT	\$1,077.67
2015	016	JACKS CREEK FIRE DISTRICT	\$2,740.24
2015	017	BRUSH CREEK FIRE DISTRICT	\$1,331.23
2015	018	CRABTREE FIRE DISTRICT	\$3,870.74
2015	019	SOUTH TOE FIRE DISTRICT	\$4,752.49
2015	020	PENSACOLA FIRE DISTRICT	\$1,806.47
2015	021	PRICES CREEK FIRE DISTRICT	\$8,001.16
TOTAL			\$35,767.98

Outstanding Balances Report

As of 03-31-2016

Year	Amount	County	District	Interest	Advertising	Penalties	Waste	Additional Fees
2005	\$15,385.61	\$7,010.17	\$584.67	\$7,379.86	\$84.00	\$326.91	\$0.00	\$0.00
2006	\$17,253.69	\$8,282.29	\$764.48	\$7,802.28	\$105.00	\$299.64	\$0.00	\$0.00
2007	\$14,242.23	\$6,981.97	\$634.60	\$6,101.70	\$94.50	\$429.46	\$0.00	\$0.00
2008	\$18,011.17	\$9,651.64	\$904.83	\$7,156.30	\$116.00	\$182.40	\$0.00	\$0.00
2009	\$16,738.69	\$9,870.21	\$856.94	\$5,879.54	\$132.00	\$0.00	\$0.00	\$0.00
2010	\$25,780.85	\$15,673.55	\$1,693.96	\$8,221.34	\$192.00	\$0.00	\$0.00	\$0.00
2011	\$36,191.83	\$21,475.03	\$2,116.44	\$9,685.36	\$212.00	\$17.85	\$0.00	\$0.00
2012	\$53,723.83	\$29,849.52	\$3,099.16	\$11,850.36	\$304.00	\$285.09	\$0.00	\$0.00
2013	\$85,145.51	\$63,347.42	\$5,312.25	\$13,808.53	\$926.12	\$0.00	\$0.00	\$0.00
2014	\$160,526.35	\$117,181.62	\$9,786.48	\$15,654.05	\$1,124.00	\$907.79	\$0.00	\$0.00
2015	\$746,820.24	\$658,934.94	\$61,991.99	\$24,992.90	\$0.00	\$900.41	\$0.00	\$0.00
Total	\$1,189,820.00	\$948,258.36	\$87,745.80	\$118,532.22	\$3,289.62	\$3,349.55	\$0.00	\$0.00

Yancey County Tax Office

County/District Collection Percentage Report

As of: 03-31-2016

Run Date: 04-01-2016

2015

County

Net Levy \$	Collections \$	Collections %
11,971,834.84	11,312,899.90	94.50

Districts

Name	Net Levy \$	Collections \$	Collections %
011 - BURNSVILLE FIRE DISTRICT	167,190.10	158,591.70	94.86
012 - CANE RIVER FIRE DISTRICT	74,860.94	71,242.22	95.17
013 - EGYPT FIRE DISTIRCT	93,185.60	89,645.42	96.21
014 - RAMSEYTOWN FIRE DISTRICT	23,348.36	21,608.56	92.55
015 - GREEN MOUNTAIN FIRE DISTRICT	30,726.22	27,825.10	90.56
016 - JACKS CREEK FIRE DISTRICT	74,027.69	69,995.60	94.56
017 - BRUSH CREEK FIRE DISTRICT	42,396.35	39,265.39	92.62
018 - CRABTREE FIRE DISTRICT	151,010.28	140,205.93	92.85
019 - SOUTH TOE FIRE DISTRICT	210,321.06	196,630.32	93.50
020 - PENSACOLA FIRE DISTRICT	78,126.25	76,023.60	97.31
021 - PRICES CREEK FIRE DISTRICT	220,618.85	212,785.87	96.45

District Totals

Net Levy \$	Collections \$	Collections %
1,165,811.70	1,103,819.71	94.68



### **Vision, Mission, and Core Values**

Graham Children's Health Services (GCHS) is a nonprofit 501(c)(3) with a strong history of community collaboration, leveraging funding, and facilitating evidence-based initiatives in response to community health needs since 1997.

**Vision:**

Graham Children's Health Services brings people together to identify community needs and improve the health of children and families.

**Mission:**

Vibrant communities of active, healthy children and families.

**Core Values:**

- We value all children and families.
- We believe collaboration brings about community change.
- We believe in empowering individuals to make healthy decisions.
- We believe strategic, systemic change is essential to create sustainable, healthy communities.
- We believe focused flexibility allows us to be responsive to emerging needs.
- We believe diversity strengthens our communities.
- We believe in stewardship because we value our community resources.
- We believe that our staff deserve support, professional development opportunities, competitive salaries and benefits, and a positive work environment.





## **Sizzlin' Summer Series**

A program of Graham Children's Health Services, Healthy Yancey is a partnership of concerned citizens working together to improve the quality of health for all people in Yancey County. Our mission for this Sizzlin' Summer Series is to increase connectedness and physical activity, highlighting fun ways to get active with your family and neighbors in our community.

### **Schedule of Summer Events** (each week of activities runs Saturday – Friday)

June 11 - Tennis/Disc Golf – Saturday Square activity: Mobile Disc Golf

June 18 - Biking – Saturday Square activity – bikes, trikes, scooters, rollerblades & skates around the square; *traffic around the square will be closed for this event*

June/25 - Dance/gymnastics – Saturday Square activity – family dance/tumbling

July/2 - Community Playgrounds – Saturday Square activity – horse & buggy rides around the square; *traffic around the square will be closed for this event*

July/9 - Yoga/Tai Chi – Saturday Square activity: either yoga or tai chi class

July/16 - Walking – Family hike (meet on the square)

July/23 - Swimming/water sports – Saturday Square activity: sprinklers/water feature

July/30 – Running – Saturday Square Activity – relay races for kids

August/6 – Cane River Park - Saturday activity at the Park (Craft's Fair on the Square)

August/13 – Gardening – TBD

August/20 – TBD



## **Program Report for The Yancey Fund**

April 2016

- **Recipient of the NC Public Health Partner of the Year, 2015**
- **Mitchell Yancey Substance Abuse Task Force (MYSATF)**
  - ❖ Since 1997, Graham Children's Health Services has partnered with community leaders including law enforcement, schools, healthcare providers, pharmacies, and local agencies to implement community-led initiatives designed to address community-identified needs. MYSATF is recognized in the community as the lead convener for our counties' substance abuse prevention efforts.
  - ❖ Seeking funding for the program and Coordinator position
  - ❖ Summer Resource Guides are distributed in May to all elementary and middle school students listing free and low cost summer activities in the community
  - ❖ Substance Abuse and Mental Health Resource Guides are distributed to all healthcare providers and the community at large listing current prevention, treatment and recovery resources in our community.
  - ❖ Data-gathering of trends and local substance abuse issues among Yancey County youth and adults to focus our efforts and apply for grants
  - ❖ Next meeting is Tuesday, May 10<sup>th</sup> at noon at the Yancey Public Library
- **Summer Food Program**
  - ❖ Providing 100 Yancey County families with a home delivered food box 5 times during the summer. Each of the 500 boxes contains food staples purchased from MANNA through Reconciliation House, fresh and local produce donated by Dig In! Yancey Community Garden, fresh and local produce purchased through TRACTOR Food and Farming, healthy and relevant recipes, children's books and printed community resources. Families are referred by school/preschool counselors, WIC, Social Services, Reconciliation House, or self-refer. Yancey Transportation Authority is paid to facilitate food delivery. Blue Ridge Partnership for Children, AMY Regional Library and Yancey Literacy Council assist with book collection and distribution. GCHS provides enrollment, scheduling, volunteer coordination, overall program coordination and fundraising. The program is made possible by over a dozen community agencies and individuals donating well over 400 volunteer hours.
  - ❖ The Summer Food Program helps to address the issue of providing nutritious food to families in our rural county with wide distribution of family homes. There are no viable central feeding sites that could serve more than a few families at a time for a great deal of effort, and many families that we serve have little to no access to transportation. By delivering the

food to the doorsteps of the families, we are able to serve a greater number of individuals and children than any other feeding program attempted in this area.

- ❖ Generous funding from The Yancey Fund and CFWNC will enable this program to continue into summer of 2016.
- **Sizzlin' Summer Series**
  - ❖ The mission of the Sizzlin' Summer Series is to increase connectedness and physical activity, highlighting fun ways to get active with your family and neighbors in our community. Weekly free active events, including Saturday highlight events on the Town Square.
- **After School Programs**
  - ❖ Cougar Fit Club – Mountain Heritage High Schools students who are pre-disposed for developing risky lifestyle behaviors meet at the Blue Ridge Regional Fitness Center with educators, counselors and fitness experts to nurture their physical, mental, social and emotional well-being. Students identified by school counselors are given the opportunity to participate in the supervised after school activity two times each week, with transportation provided. The over-arching goal of the program is to decrease the potential for risky behaviors (specifically substance use), increase school attendance, maintenance of passing grades, and dropout prevention.
  - ❖ Students Taking Active Roles (STAR) Program – similar program for middle school students in Mitchell County that meets at Mitchell High School.
- **Disc Golf Course**
  - ❖ 9-hole community course recently constructed at Mountain Heritage High School
- **Tennis Camp**
  - ❖ 8<sup>th</sup> annual FREE camp – June 2016 at MHHS
  - ❖ Students receive professional instruction, a free tennis racquet to keep, and a tee shirt
- **Burnsville Fit Families 5K**
  - ❖ 7<sup>th</sup> annual planned for **May 14<sup>th</sup>**
  - ❖ The BFF 5K has a special emphasis on engaging the youth and the surrounding community to develop lifelong fitness. All youth under 18 run for free!
- **Cane River Park**
  - ❖ Recently obtained \$3,000 in grant funds toward the completion of the soccer fields
  - ❖ Seeking grants for walking/running trail expansion and signage

*Graham Children's Health Services is a collaborative effort that involves, educates and unites the community for the design and implementation of strategies that will improve the health of children now and in the future.*

- **South Toe Trail**
  - ❖ Repair and expansion of a walking/running trail at South Toe Elementary School for use by students, staff, Girls on the Run, and the community at large
- **Healthy Yancey**
  - ❖ A partnership of concerned citizens working together to improve the quality of health for all Yancey County citizens
  - ❖ Meetings are the first Thursday of each month at noon at the Yancey Public Library. All members of the community are welcome to attend.
- **Yancey Early Childhood Initiative**
  - ❖ The purpose of the Yancey Early Childhood Initiative (Phase I) is to identify current services, programs and funding sources in Yancey County for children age 0 to 5, identify gaps and duplications in these services and programs, and specify actions to take in response to these findings to build the best possible foundation for children in Yancey County. GCHS has been a key collaborative partner in this process.
- *Additional programs under consideration and development*

*Graham Children's Health Services is a collaborative effort that involves, educates and unites the community for the design and implementation of strategies that will improve the health of children now and in the future.*



**Board of Commissioners**

Johnny Riddle, Chair  
Jill Austin, Vice-Chair  
Byrl Ballew  
Randy Ollis  
Jeff Whitson

Nathan R. Bennett  
County Manager

Donny J. Laws  
County Attorney

J. Jason Robinson  
Clerk to the Board

110 Town Square  
Courthouse Room 11  
Burnsville, NC 28714  
828-682-3971  
828-682-4301 Fax

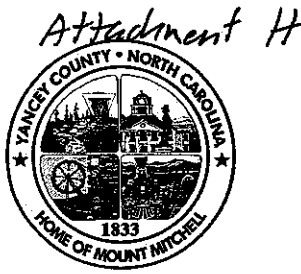
**YANCEY COUNTY  
BOARD OF EQUALIZATION AND REVIEW (BoER)**

**Board Members**

Pursuant to NCGS 105-322 the following individuals have agreed to serve on the Yancey County Board of Equalization and Review for 2016. These individuals will constitute the pool of individuals from which the tax administrator will sufficiently staff the Board of Equalization and Review (pursuant to the Board of Commissioner's resolution dated 29 February 2016).

**Board Members**

1. Johnny Riddle, Chairman
2. Jill Austin
3. Byrl Ballew
4. Randy Ollis
5. Jeff Whitson
6. Jim Deaton
7. David McIntosh
8. Blaine Whitson
9. Margaret Pierce
10. Tom Storie
11. Nathan Bennett
12. Lynne Hensley
13. Bill Wheeler
14. Jim Edwards
15. Jerri Storie
16. Jamie McMahan
17. Barry Passmore



**Board of Commissioners**

Johnny Riddle, Chair  
Jill Austin, Vice-Chair  
Byrl Ballew  
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Burnsville, NC 28714  
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828-682-4301 Fax

**YANCEY COUNTY  
DANGEROUS DOG APPELLATE BOARD**

**Board Members**

The Yancey County Dangerous Dog Appellate Board is established pursuant to N.C.G.S. 67-4.1(c) with the purpose of hearing written objections from owners of dogs that have been determined by county or municipal authority responsible for animal control to be a “potentially dangerous dog” as defined by State law.

The Yancey County Dangerous Dog Appellate Board consists of five regular members and two alternate members. A quorum of three members or alternates is required to conduct official business. This Board shall convene as needed.

**Board Members**

1. Lynn Broadway
2. Bill Davis
3. James M. Edwards
4. Derek Murphy
5. Eric Penland
6. Nathan Bennett, Alternate
7. Lynne Hensley, Alternate

*Attachment I*

**DONNY J. LAWS**  
ATTORNEY AT LAW  
P.O. BOX 397  
131 EAST MAIN COURT, SUITE D  
BURNSVILLE, NC 28714-0397  
TELEPHONE (828) 682-9645  
FAX (828) 682-4312  
E-MAIL donnyjoellawsattorney@gmail.com

4 April, 2016

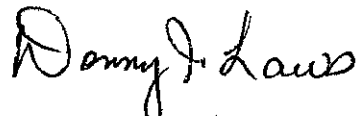
Mr. Nathan Bennett  
Mr. Forrest Gilliam

RE: Back-up PSAP Agreement

Dear Nathan & Forrest:

Attached hereto is a draft of Inter-local Government Agreement for PSAP back-up, with respective resolutions. Please share the draft with your 911 personnel as I have attempted to combine the draft agreements into one. If any changes are necessary, please let me know. I would anticipate Yancey approving the Resolution and execute the Agreement next Monday and Madison County doing the same the next day. When the final draft is approved, I will have Yancey sign on Monday and bring it to Madison on Tuesday. If anything else is needed, please let me know.

Sincerely,



Donny J. Laws, Attorney

DJL/dh

Enclosures

**BACKUP PSAP AGREEMENT BETWEEN  
MADISON COUNTY AND YANCEY COUNTY**

This Inter-local cooperation Agreement is made and entered into by and between MADISON COUNTY (hereinafter referred as "Madison", a body politic) and YANCEY COUNTY (hereinafter referred to as "Yancey", a body politic); thus

**WITNESSETH:**

**THAT WHEREAS**, in 2014 the North Carolina legislature adopted House Bill 797 which states that a public safety answering point (hereinafter "PSAP") must have a plan and means to serve as a back-up PSAP and must maintain the plan and measures for 911 call taking in the event 911 calls cannot be received and processed in the primary PSAP; and

**WHEREAS**, Madison and Yancey each have written protocols if a failure occurs in either county for any reason rendering it incapable of receiving or transmitting any or all emergency or non-emergency calls; and

**WHEREAS**, Madison and Yancey are bordering counties located in the western North Carolina mountains and are served by the same tandem router located in Sylva, North Carolina, and are also on a single point of connectivity with no ring in place for re-route capability. Both parties cooperate with EMS and fire protection services, are EMD certified and uphold the highest telecommunication standards; therefore, making them appropriate parties to cooperate in this Agreement; and

**WHEREAS**, the purpose of this Agreement is to enter into an Inter-local Cooperation Agreement pursuant to NCGS Section 160-461, et. seq., for the purposes of setting forth the procedure and protocol that each party will render to the other party in the event of any incident or emergency wherein 911 calls cannot be received and/or processed by either party to this Agreement.

**NOW THEREFORE**, in consideration of the mutual benefits and burdens, given and received by the parties hereto, the receipt of which is hereby acknowledged, the parties agree as follows:

**DEFINITIONS**

- 1) **Primary PSAP**: The party to this Agreement where the 911 calls were to be initially processed, but no longer has the ability to receive and/or process 911 calls.
- 2) **Back-up PSAP**: The party to this Agreement where the 911 calls are received and/or processed when the primary PSAP cannot receive and/or process the 911 calls.



### **ARTICLE 1: Activation**

- 1) In the event that either party to this Agreement, for any reason whatsoever, cannot receive and/or process 911 calls, then upon notification the other party will provide the back-up assistance set forth herein-below so as to provide a continuing means for 911 call taking.

### **ARTICLE II: Implementation**

- 1) Upon failure to receive and/or process 911 calls, the primary PSAP will immediately contact the back-up PSAP and advise the back-up PSAP of the failure. The primary PSAP will also immediately notify the CLEC (which presently for both parties is Frontier Communications) and instruct the CLEC to re-route all calls originally destined for the primary PSAP to the back-up PSAP.
- 2) The primary PSAP will immediately send all available communications personnel to the back-up PSAP to assist with answering 911 calls at the back-up PSAP.
- 3) The back-up PSAP will take all re-routed 911 calls from the primary PSAP using standard protocol for the taking of such calls.
- 4) The primary PSAP and the back-up PSAP shall fully cooperate, each with the other, so as to implement the back-up PSAP plans that each county has on file.

### **ARTICLE III: Equipment**

- 1) Each party to this Agreement agrees to maintain all equipment and personnel as required by the State of North Carolina necessary to allow it to operate and function as a PSAP.

### **ARTICLE IV: Testing**

- 1) Each party to this Agreement agrees to perform and maintain all tests and/or testing requirements required by the State of North Carolina necessary to allow it to operate and function as a PSAP.

### **ARTICLE V: Miscellaneous**

- 1) Nothing contained in this Agreement is intended to be or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting an agency relationship in any manner whatsoever. The individual parties are and shall remain independent entities with respect to all services performed under this Agreement.

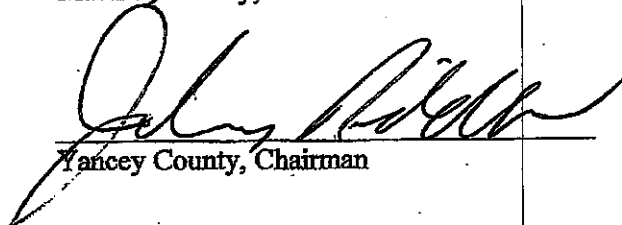
- 2) Each party will secure at its own expense all personnel and equipment required to perform its obligations under this Agreement.
- 3) All personnel required in performing each parties' service obligation under this Agreement shall be the acts of employees of that party alone. Each entity agrees that in the performance of this mutual service its employees shall not require nor be entitled to any compensation or benefits of any kind whatsoever from the other party to this Agreement, including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability, worker's compensation, unemployment compensation or severance pay.

#### **ARTICLE VI: Amendment and Termination**

- 1) This Agreement may be amended in writing consistent with NCGS Section 160-461, et. seq.
- 2) This Agreement shall be reviewed annually and may be terminated by either party only upon twelve (12) months written notice to the other party or mutual agreement of the parties hereto. In the event of termination immediate notice must be given to the state 911 board.

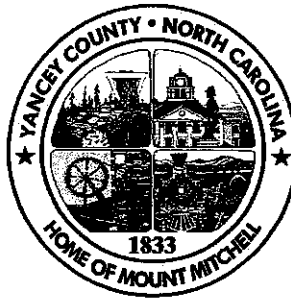
IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this the 12th day of April, 2016.

  
Wayne Brinson  
Madison County, Chairman

  
John R. Ridd  
Fancy County, Chairman

**Board of Commissioners**

Johnny Riddle, Chair  
Jill Austin, Vice-chair  
Byri Ballew  
Randy Ollis  
Jeff Whitson



Nathan R. Bennett  
County Manager

Donny J. Laws  
County Attorney

J. Jason Robinson  
Clerk to the Board

## RESOLUTION

### *Approving Back-Up PSAP Agreement Between Madison County and Yancey County*

**WHEREAS**, in 2014 North Carolina's legislature adopted House Bill 797 which states that a public safety answering point (hereinafter "PSAP") must have a plan and means to serve as a back-up PSAP and must maintain the plan and measures for 911 call taking in the event that 911 calls cannot be received and processed in the primary PSAP; and

**WHEREAS**, the back-up PSAP Agreement between Madison County and Yancey County which is attached to this Resolution as Exhibit "A" and is hereinafter referred to as "Agreement" has been formulated for the purposes of complying with the above-referenced legislation; and

**WHEREAS**, it is in the best interest of Yancey County to adopt the terms and provisions set forth in the Agreement and to execute the Agreement.

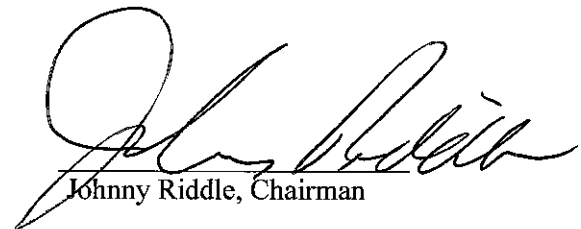
**NOW THEREFORE BE IT RESOLVED** by the Yancey County Board of County Commissioners does approve and adopt the terms and provisions of the Agreement and authorize the Chairman of the Yancey County Board of Commissioners to execute the Agreement as an inter-local cooperation Agreement pursuant to NCGS 160-461, et. seq.

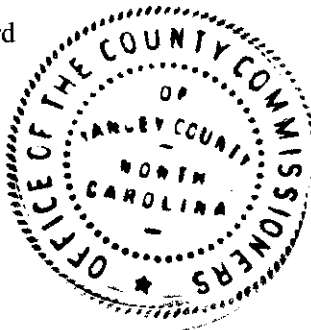
**ADOPTED** this the 11<sup>th</sup> Day of April, 2016.

(County Seal)

ATTEST:

J. Jason Robinson, Clerk to the Board

  
Johnny Riddle, Chairman



STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF YANCEY

11 April 2016

THIS AGREEMENT is made and entered into, by and between, YANCEY COUNTY a Body Politic and Corporate of the State of North Carolina, hereinafter referred to as "County", and the YANCEY COUNTY HUMANE SOCIETY, INC., a North Carolina Non-Profit Corporation, hereinafter referred to as "Humane Society", thus

WITNESSETH

THAT WHEREAS the County provides funding to the Yancey County Sheriff's Department for the Sheriff's employment of an animal control officer, which said officer supervises animal control in Yancey County; and

WHEREAS the County, through said officer, and the Humane Society often coordinate services in an effort to maintain animal control in Yancey County; and

WHEREAS the Humane Society operates the Yancey County Animal Shelter where animals in need of services are often treated and/or housed and maintained; and

WHEREAS there are certain times that the County is in need of the services offered at the Animal Shelter when the shelter is not open during normal routine business hours and it becomes necessary for the animal control officer to contact the shelter's on-call worker so that the shelter can be used to house and maintain animals brought to them by the County; and

WHEREAS it is an additional expense to the Humane Society to have the on-call worker provide said services to the County and it is the purpose of this Agreement to memorialize the terms of the compensation that the County will provide to the Humane Society for the use of the animal shelter and the time of the on-call worker as set forth herein above.

NOW THEREFORE, for and in consideration of the mutual benefits and burdens given by the parties hereto, the receipt of which is hereby acknowledged, the parties agree as follows:

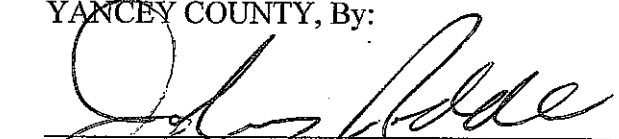
- 1) That the Humane Society will cooperate with the County and provide to the County contact information for the on-call worker and will make the animal shelter available to the County through the on-call worker and staff to provide housing for animals acceptable to the Humane Society at the shelter.
- 2) That the County will pay to the Humane Society the sum of Fifty Dollars (\$50) for each and every occasion when an on-call staff member must come to the shelter for

the acceptance of an animal to be housed there from the County during those times that the Shelter is not open during its regular routine business hours.

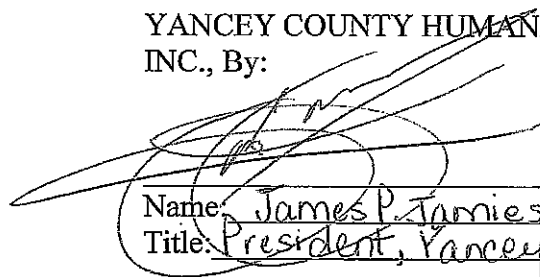
- 3) That the Humane Society will invoice the County for each occasion that services are rendered pursuant to this Agreement and the County shall remit payment for such invoices within fifteen (15) days of its receipt of the same.
- 4) The parties hereto are independent contractors and except as set forth herein above shall have no monetary obligations each to the other.
- 5) That either party may terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF the parties hereto have executed the foregoing Agreement on this the day and year first above written.

YANCEY COUNTY, By:

  
Hon. JOHNNY RIDDLE, Chairman  
Yancey County Board of  
County Commissioners

YANCEY COUNTY HUMANE SOCIETY,  
INC., By:

  
Name: James P. Jamieson  
Title: President, Yancey Humane Society

STATE OF NORTH CAROLINA

MEMORANDUM OF UNDERSTANDING

COUNTY OF YANCEY

11 April 2016

THIS MEMORANDUM OF UNDERSTANDING is made and entered into, by and between, YANCEY COUNTY a Body Politic and Corporate of the State of North Carolina, hereinafter "County", and TOE RIVER AGGREGATION CENTER TRAINING ORGANIZATION REGIONAL, INC., a North Carolina Non-Profit Corporation, hereinafter "TRACTOR"; thus

WITNESSETH

THAT WHEREAS the County is the Owner of a refrigerated, box-type delivery truck, having a VIN of 3C7WRSBL9DG601785 – 2013 Dodge Ram 3500, hereinafter "Vehicle"; and

WHEREAS the vehicle was acquired by the County through the source of grant funding for the purposes of being used by TRACTOR; and

WHEREAS the County and TRACTOR now desire to enter into the terms of this Memorandum of Understanding for the purposes of setting for the parameters for the use of the vehicle by TRACTOR; and

WHEREAS Yancey County is authorized to appropriate funds to TRACTOR, which is an entity that carries out a public purpose.

NOW THEREFORE, in consideration of the mutual benefits and burdens received and given by the parties hereto, the receipt of which is hereby acknowledged, the parties do hereby agree with each other as follows:

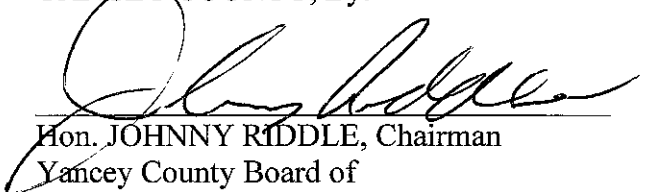
- 1) That the County shall provide the vehicle for TRACTOR's use consistent with the use for which the vehicle has been used since acquisition and principally for the purposes of carrying out the agricultural business for which TRACTOR was created, and any use of the vehicle outside of the scope for which TRACTOR is funded by Yancey County shall be cause for immediate termination of this Memorandum.
- 2) TRACTOR shall be responsible for all maintenance and repair on the vehicle and shall maintain the vehicle in good condition, and return the vehicle to the County in as good a condition as it was received, reasonable and ordinary wear and tear excepted.
- 3) TRACTOR assumes all risk and liability connected with the use and operation of the vehicle during the term of this Memorandum of Understanding and further agrees to

indemnify and hold harmless Yancey County for any liability, loss or damages which may be brought in law or in equity against the County.

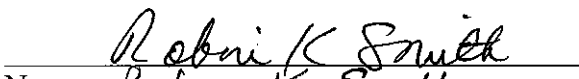
- 4) TRACTOR may not assign its rights under this Memorandum to any third party without the written consent of the County.
- 5) This Memorandum may only be amended by the written consent of the County.
- 6) The County may terminate this Memorandum at any time upon providing written notice to TRACTOR.
- 7) It is specifically understood by the parties hereto that this Memorandum authorizes TRACTOR to assign to the operation of the vehicle a person of TRACTOR's choice, provided that such operator holds all valid licenses and requirements necessary to operate the vehicle and so operates the vehicle in a manner to comply with all rules, regulations and laws of the State of North Carolina regarding the operation of the vehicle.

IN WITNESS WHEREOF the parties hereto have executed the foregoing Memorandum of Understanding on this the day and year first above written.

YANCEY COUNTY, By:

  
Hon. JOHNNY RIDDLE, Chairman  
Yancey County Board of  
County Commissioners

TOE RIVER AGGREGATION CENTER  
TRAINING ORGANIZATION  
REGIONAL, INC., By:

  
Name: Robin K. Smith  
Title: Director